

Exhibit 1

(The errata to this deposition is also attached)

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Page 1

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 Case No. 1:20-cv-01106

5 -x

6 KEWAZINGA CORP., :

:

7 Plaintiff, :

:

8 - vs - :

:

9 GOOGLE LLC, :

:

10 Defendant. :

11 -x

12 June 12, 2020

13 11:11 a.m.

14 1036 Dorchester Avenue

15 St. Louis, Missouri

16 ***CONFIDENTIAL***

17
18
19
20 VIDEOTAPED VIRTUAL DEPOSITION UPON
21 ORAL EXAMINATION OF DAVID WORLEY, held at the
22 above-mentioned time and place, before Randi
23 Friedman, a Registered Professional Reporter,
24 within and for the State of New York.
25 Job No. CS4135153

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APPEARANCES:

STROOCK & STROOCK & LAVAN, LLP
Attorneys for Plaintiff
180 Maiden Lane
New York, New York 10038

BY: SAUNAK K. DESAI, ESQ.
IAN G. DiBERNARDO, ESQ.

DESMARAIS, LLP
Attorneys for Defendant

230 Park Avenue
New York, New York 10169

BY: EMILY CHEN, ESQ.
JOHN M. DESMARAIS, ESQ.
AMEET MODI, ESQ.

* * *

ALSO PRESENT:

Howard Brodsky - Videographer

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2 to parse through that historical question.
3 Again, I don't want to misstate honestly.
4 Probably the best way I can put it is
5 until -- and I'm focusing on being
6 represented. Until Ian left Morgan &
7 Finnegan and went to Stroock, when I think
8 of represented, I think of represented to
9 the outside world. I mean, we didn't really
10 have an outside world at that point. That
11 was all internal.

12 So probably a better way to say
13 it, was Ian retained to work with Kewazinga
14 on legal matters since Morgan & Finnegan?
15 The answer is yes. And when he left to
16 Stroock, then he would have been basically
17 the lead, if you will, for Kewazinga with
18 regard to outside, you know, outside
19 entities, including the patent office.

20 Hopefully, that answers your
21 question.

22 BY MS. CHEN:

23 Q Mr. DiBernardo and the law firm he was
24 employed at were retained by Kewazinga
25 continuously from 1998 to today; correct?

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2 Stroock who had put in a conflicts check,
3 and I was very clear with Ian, and my
4 understanding is that Ian was very clear
5 with the attorney, that if -- that Stroock
6 was continuing to represent Kewazinga, we --
7 can you ask the question again?

8 BY MS. CHEN:

9 Q Have you ever consented to Stroock
10 representing Google?

11 MR. DESAI: Objection to form.

12 THE WITNESS: Right. So -- okay.
13 So the -- my understanding was the Stroock
14 attorney, I believe, is in Florida. I
15 couldn't -- I believe that. That's my
16 general recollection. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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2 [REDACTED], because Kewazinga continued to have
3 an intention of proceeding against Google
4 relative to the patents. So we weren't
5 going to -- never give that up, ever.

6 BY MS. CHEN:

7 Q Were the conversations with Ian
8 telephonic or by email?

9 MR. DESAI: Objection to form.

10 THE WITNESS: I'm sure they were
11 all telephone calls.

12 MR. DESAI: Emily, I don't want to
13 stop you short or anything, but we've been
14 going a little over an hour. If there's
15 some time in the next 15 minutes or
16 something we can get a break, let me know.

17 MS. CHEN: Sounds great. Thank
18 you.

19 BY MS. CHEN:

20 Q So Kewazinga did not authorize Stroock
21 to represent Google in 2018; is that right?

22 MR. DESAI: Objection to form.

23 THE WITNESS: I didn't say
24 anywhere close to that. I don't know where
25 that sentence even came from.

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2 to identify continuous chairman, CEO and
3 general counsel of Kewazinga Corp. beyond
4 that in the LinkedIn.

5 BY MS. CHEN:

6 Q Why not?

7 A It's just a decision I made. This
8 isn't --

9 Q What is the significance of
10 November 2004 in the date range reflected on
11 Page 2 of Exhibit 5?

12 A So it's just about that. I joined
13 Guggenheim Advisors in the beginning of
14 December 2004.

15 Q So other than you, there has been no
16 change, CEO or general counsel of Kewazinga from
17 November 2004 till today; is that right?

18 A Correct. Correct.

19 Q What does it mean when -- strike that.
20 You co-launched Kewazinga Corporation;
21 is that right?

22 A Correct.

23 Q What do you mean by co-launched?

24 A There were three original co-founders;
25 myself, Andy Weber and Scott Sorokin.

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2 Q When did you, Andy Weber and Scott
3 Sorokin launch Kewazinga?

4 A December of '97 is when we first came
5 together.

6 Q You orchestrated the strategic
7 direction of Kewazinga; is that right?

8 A I was definitely one of the
9 participants, yes.

10 Q In what way did you participate in
11 Kewazinga in 1997?

12 MR. DESAI: Objection to form.

13 THE WITNESS: Organization of the
14 company, hiring outside counsel, pursuing
15 patents.

16 BY MS. CHEN:

17 Q Did you have any other roles besides
18 hiring outside counsel -- strike that.

19 Any other roles?

20 A Co-inventor on the patents.

21 Q You were a co-inventor on the
22 Kewazinga patents; is that right?

23 A Correct.

24 Q What makes you a co-inventor of the
25 Kewazinga patents?

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2 MR. DESAI: Objection to form.

3 Outside the scope of the permitted discovery
4 and 30(b)(6) topics.

5 You can answer the question.

6 THE WITNESS: Like I said, that's
7 a legal determination, but from a functional
8 standpoint, participation with -- among
9 Scott, Andy, myself, on drafting the claims.
10 I should say formulating the claims.
11 Drafting is done by counsel, outside
12 counsel.

13 BY MS. CHEN:

14 Q Do you have a technical background?

15 A What do you mean by technical?

16 Q Did you study engineering?

17 A No.

18 Q Did you study computer science?

19 A Yes.

20 Q When did you study computer science?

21 A In college.

22 Q Did you major in computer science in
23 college?

24 A No.

25 Q You graduated with a Bachelor of Arts

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2 MR. DESAI: Objection to form.

3 Outside the scope of the 30(b)(6).

4 THE WITNESS: After 2004? Almost
5 certainly, but I can't -- you know, without
6 reviewing specific communications to other
7 third parties, I don't -- I don't recall.

8 BY MS. CHEN:

9 Q Why was Kewazinga reaching out to
10 companies in the 2005 to 2006 time period?

11 A So we had only been shut down -- we
12 had only closed our doors, you know, at that
13 point, since the end of 2003. We -- you know, we
14 felt, as we all along had, that our patents were
15 extremely valuable in their scope, very far
16 reaching, and that there were companies in the
17 different types of businesses that we felt that
18 if we showed them and brought it to their
19 attention, the nature of the patents and our
20 ideas, that they would see that it would have --
21 those patents and ideas would have application to
22 the businesses those companies were in.

23 Q Did Kewazinga develop materials to
24 summarize the value that Kewazinga thought it
25 could bring to other companies?

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2 MR. DESAI: Objection to form.

3 THE WITNESS: There was never --
4 I'm repeating myself, but there was never a
5 written confidentiality agreement between
6 Kewazinga and Google that I can recall --
7 I'm sorry, during that time frame.

8 BY MS. CHEN:

9 Q And there was no written
10 non-disclosure agreement during that time frame
11 either; right?

12 MR. DESAI: Objection to form.
13 Asked and answered.

14 THE WITNESS: Confidentiality
15 agreements, I think they're same thing as a
16 non-disclosure. But there was no written
17 agreement called Confidentiality Agreement
18 or an agreement called Non-Disclosure
19 Agreement during that time, 2005 to 2006,
20 between Kewazinga and Google.

21 BY MS. CHEN:

22 Q There was no verbal non-disclosure
23 agreement either; right?

24 MR. DESAI: Objection to form.

25 THE WITNESS: Well, there was

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2 certainly an understanding as this thing got
3 deeper and deeper in 2006 that as they
4 were -- "they" being -- we would have to
5 parse through the emails. Much of this was
6 on-the-phone conversations, asking for more
7 information that, as we were digging deeper
8 into our thinking, and applying and showing
9 how that could be applied at Google, it was
10 certainly an appreciation on our part that
11 this was being done at the request of
12 something that they would keep confidential.

13 BY MS. CHEN:

14 Q Did Google ever state that it would
15 keep these materials confidential?

16 MR. DESAI: Objection to form.

17 THE WITNESS: Could there have
18 been a phone conversation? I don't know.
19 I'm not going to say that I remember
20 specifically. I remember feeling very
21 comfortable, you know, basically lifting up
22 the kimono and pouring our hearts out in
23 terms of potential applications, that we
24 would never have done had this not been
25 asked for.

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2 BY MS. CHEN:

3 Q But you don't recall a specific verbal
4 non-disclosure agreement; right?

5 MR. DESAI: Objection to form.

6 THE WITNESS: I guess they tricked
7 me. I don't remember that.

8 BY MS. CHEN:

9 Q You don't remember there being a
10 verbal non-disclosure agreement; right?

11 MR. DESAI: Objection to form.

12 THE WITNESS: I can't tell you
13 that I -- that I can quote, you know, a
14 specific "and don't worry, we'll keep this
15 confidential." It just was applied to me
16 why would a company ask us to -- we're
17 basically doing free work for them at that
18 point, giving them our ideas. And they
19 were -- it never occurred to me that that
20 wouldn't be kept confidential.

21 MR. DESAI: Sorry, I was going to
22 say we're almost at an hour and a half.
23 Again, feel free to finish up anything. We
24 have to break for lunch pretty soon. That
25 would be good. Feel free to finish up.

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2 BY MS. CHEN:

3 Q So today Kewazinga no longer has
4 access to Mr. Weber's -- strike that.

5 Mr. Weber has passed away; is that
6 right?

7 A Correct.

8 Q So today Kewazinga does not have
9 access to emails Mr. Weber would have sent from
10 his personal email address after Kewazinga's
11 email addresses were discontinued; is that right?

12 MR. DESAI: Objection to form and
13 outside the scope.

14 THE WITNESS: Right, so -- not
15 right. Yes, I'm answering the question. He
16 was -- he was good at a lot of things.
17 Terrific individual. One of the things he
18 was good at was including others within
19 Kewazinga in terms of what he was doing. He
20 was not a lone wolf by any means. Earlier
21 on it would have been Andy and -- you know,
22 Andy and myself as sort of -- as referenced
23 here, like, go off and get a day job. So he
24 would have, you know, kept others in the
25 loop. But he was not, you know, he was not

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2 a lone wolf.

3 BY MS. CHEN:

4 Q Kewazinga doesn't have access to
5 emails -- strike that.

6 Kewazinga does not have access to all
7 of the emails that Andy Weber may have sent from
8 his personal email address on behalf of
9 Kewazinga; is that right?

10 MR. DESAI: Objection to form.

11 Outside the scope.

12 THE WITNESS: I'm going to have --
13 well, does not have access? Does not have
14 access? We certainly have access to
15 everything he would have forwarded or copied
16 others on, and those have been provided. Is
17 it possible that he might have sent an email
18 that he didn't forward a copy to us on?

19 Unlikely.

20 BY MS. CHEN:

21 Q Is Exhibit 6 an example of an email
22 that Mr. Weber sent to Google without copying any
23 other Kewazinga employees?

24 MR. DESAI: Objection to form.

25 THE WITNESS: I can't answer the

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2 We're not recording.

3 MS. CHEN: Thanks.

4 (Whereupon there was a brief
5 recess.)

6 MR. VIDEOGRAPHER: We went off at
7 1:47 momentarily. We are now on the record
8 at 1:53.

9 BY MS. CHEN:

10 Q Okay. Mr. Worley, is everything good
11 to go on your set up there?

12 A Yeah. I've got quite a delay, but I
13 can hear you fine.

14 Q Okay. Just let me know if we need to
15 take a break; okay?

16 A Okay.

17 Q Mr. Weber was one of the inventors on
18 Kewazinga's patents; right?

19 A One of the co-inventors, correct.

20 Q What was Mr. Weber's role in the
21 invention?

22 MR. DESAI: Objection to form.

23 Outside the scope of permitted discovery and
24 the 30(b)(6) topics.

25 You can answer at a high level.

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2 THE WITNESS: Right. So I think
3 as I testified earlier, he was the one that
4 brought Scott and myself and him together
5 to -- for all of us to collaborate on an
6 idea regarding remote navigable video.

7 BY MS. CHEN:

8 Q After he brought you all together, did
9 he contribute to developing the idea?

10 MR. DESAI: Objection to form.

11 This is well outside the scope. This seems
12 to go to the legal issue of inventorship and
13 conception, which is not within the scope of
14 equitable estoppel.

15 I'll allow a little bit more of
16 this, but to the extent this is going to a
17 separate issue, which the court ordered is
18 not in the scope of discovery right now, it
19 does not seem to be appropriate. You know,
20 we'll give it a little bit of leeway here.
21 You can answer the question.

22 THE WITNESS: Would you repeat the
23 question?

24 BY MS. CHEN:

25 Q After Mr. Worley brought the three of

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2 of Google Street View?

3 MR. DESAI: Objection to form.

4 THE WITNESS: Yeah, Lenny might
5 have -- you know, Lenny was certainly aware
6 of it. But I don't think it was until like
7 2012 time frame that it -- he started to
8 piece it together that there was
9 infringement.

10 BY MS. CHEN:

11 Q Are you aware that as early as
12 October 2004, Google publicly funded research at
13 Stanford regarding street level imagery?

14 MR. DESAI: Objection to form.
15 Outside the scope.

16 THE WITNESS: I'm not aware of
17 that. And they certainly didn't mention
18 that when we were giving them our
19 information and ideas in 2006.

20 BY MS. CHEN:

21 Q Before Kewazinga reached out to Google
22 to discuss Kewazinga's business proposition, did
23 Kewazinga research Google's ongoing projects?

24 MR. DESAI: Objection to form.
25 Outside the scope.

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MR. VIDEOGRAPHER: The time is
2:51. We are off the record.

MR. VIDEOGRAPHER: The time is
3:04. We are on the record.

Q [REDACTED]

[REDACTED]

[REDACTED]

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BY MS. CHEN:

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MR. DESAI: Objection to form.

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2 BY MS. CHEN:

3 [REDACTED]

4 [REDACTED]

5 MR. DESAI: Objection to form.

6 [REDACTED] [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED] [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED] [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 BY MS. CHEN:

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 Q Were you involved in any of the

23 communications?

24 MR. DESAI: Objection to form.

25 THE WITNESS: I don't remember --

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2 our -- the fact that we felt there was
3 infringement. And what I remember is he said
4 something along the lines of, well, you know --
5 something along the lines of if we've -- it was
6 encouraging enough that we set up a meeting. The
7 meeting, I think, actually ended up happening in
8 August.

9 So Lenny and I -- Andy didn't go.
10 Lenny and I and Ian flew out to the West Coast
11 and met with him in Google's offices, I think in
12 August.

13 Q After the August -- strike that.

14 What happened at the August meeting in
15 California?

16 MR. DESAI: Objection to form.

17 THE WITNESS: There were -- I
18 mean, the names are in the materials that
19 have been exchanged back and forth. I don't
20 remember the name of the second person, but
21 there were two individuals from Google. It
22 was in an office on Google -- I believe on
23 the main campus, I believe. It was the
24 three of us, myself, Lenny and Ian. And we
25 mostly -- Ian, you know, basically laid out

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2 the -- laid out our view on infringement of
3 our patents vis-a-vis the Google product
4 Street View.

5 BY MS. CHEN:

6 Q What was Google's position at that
7 meeting?

8 A Google's position was they didn't --
9 they didn't necessarily agree with the
10 infringement contention.

11 Q Did they say what part of the
12 infringement contention they disagreed with?

13 A We talked about array of cameras.

14 Q What about array of cameras?

15 A From our standpoint, the Street View
16 product using array of cameras.

17 Q And by "array of cameras," is that the
18 phrase that's from the patents?

19 A Either camera array or array of
20 cameras. But "array" is used in the patents,
21 yes.

22 Q So Google's position was that Google
23 did not infringe that particular array
24 limitation; is that right?

25 MR. DESAI: Objection to form.

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BY MS. CHEN:

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BY MS. CHEN:

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Q After that in-person meeting -- strike

18

that.

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Kewazinga didn't end up serving its

20

complaint on Google; right?

21

MR. DESAI: Objection to form.

22

THE WITNESS: That is correct.

23

BY MS. CHEN:

24

Q Why?

25

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2 BY MS. CHEN:

3 Q Kewazinga didn't contact Google
4 between the end of the 2013 litigation and the
5 filing of the 2020 complaint; right?

6 MR. DESAI: Objection to form.

7 THE WITNESS: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

15 BY MS. CHEN:

16 Q So you had instructed your law firm,
17 which is Stroock, to communicate that to Google;
18 is that right?

19 MR. DESAI: One second, Dave.

20 Objection to form.

21 THE WITNESS: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

25

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2 View continuously from 2013 until today; right?

3 MR. DESAI: Objection to form.

4 THE WITNESS: You know, I

5 haven't -- I imagine they haven't missed a

6 day. I haven't checked, but I imagine they

7 haven't missed a day.

8 BY MS. CHEN:

9 Q You're not aware of them shutting it
10 down or anything?

11 A No, I'm not aware of that.

12 Q Have you used Street View?

13 A I have. Recently I have used it,
14 yeah.

15 Q You know that each year Google offers
16 this Street View service, it maps more and more
17 miles of roads; right?

18 MR. DESAI: Objection to form.

19 Outside the scope of a 30(b)(6).

20 THE WITNESS: Could be.

21 BY MS. CHEN:

22 Q You've heard of the Google Street View
23 cars with the cameras on top, driving around?

24 MR. DESAI: Same objections.

25 THE WITNESS: I've heard of that,

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2 yeah.

3 BY MS. CHEN:

4 Q And they drive around collecting
5 additional imagery to update Google Street View;
6 right?

7 MR. DESAI: Same objections.

8 THE WITNESS: I mean, that would
9 be a reasonable conclusion. Obviously, I'm
10 not party to internal discussions on what
11 they're trying to accomplish.

12 BY MS. CHEN:

13 Q Have you ever read any public Google
14 posts or blogs or press releases about Street
15 View?

16 MR. DESAI: Objection. Outside
17 the scope.

18 THE WITNESS: No.

19 BY MS. CHEN:

20 Q But it wouldn't surprise you that
21 Google has continued to develop Street View
22 between 2013 and today; right?

23 MR. DESAI: Objection to form.
24 Outside the scope.

25 THE WITNESS: It wouldn't surprise

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2 me, no.

3 BY MS. CHEN:

4 Q It wouldn't surprise you that there
5 are more users of Street View now than there were
6 in 2013; right?

7 MR. DESAI: Same objections.

8 THE WITNESS: I mean, you're
9 getting into specifics. You're telling me
10 this is true. I have no idea.

11 BY MS. CHEN:

12 Q You don't have any reason to believe
13 there are fewer users now than in 2013; right?

14 MR. DESAI: Objection to form.
15 Outside the scope of a 30(b)(6).

16 THE WITNESS: I don't have any
17 reason to estimate users at any point in
18 time.

19 BY MS. CHEN:

20 Q What's the goal of the Google
21 litigation?

22 MR. DESAI: Objection to form.

23 THE WITNESS: To win.

24 MR. DESAI: Outside the scope of a
25 30(b)(6).

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nothing.

3

Q

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MR. DESAI: Objection to form.

9

THE WITNESS: Sorry.

10

MR. DESAI: Mischaracterizes

11

testimony.

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BY MS. CHEN:

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MR. DESAI: Objection to form and
outside the scope of a 30(b)(6).

THE WITNESS: I don't want to get
cute, and my instinct is to say something
snarky.

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C E R T I F I C A T I O N

I, Randi Friedman, Registered
Professional Reporter and Notary Public of the
State of New York, do hereby certify:

THAT, the witness whose testimony is herein
before set forth, was duly sworn by me, and
THAT, the within transcript is a true record of
the testimony given by said witness.

I further certify that I am not related
either by blood or marriage to any of the parties
to this action; and that I am in no way
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my
hand this day, June 15, 2020.



Randi Friedman, RPR

* * * * *

ERRATA SHEET

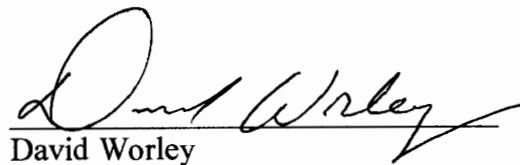
Name of case: KEWAZINGA CORP. v. GOOGLE LLC
Deposition of: David Worley
Date taken: June 12, 2020

Corrections:

Page	Line	Change	Reason
13	9	Change “looked” to “looped”	Misheard/Misspoke
24	22	Change “and” to “on”	Misheard/Misspoke
24	23-24	Change “Just general overview of process” to “Just a general overview of the process”	Misheard/Misspoke
27	18	Change “was” to “were”	Misheard/Misspoke
28	19	Change “Morgan Finnegan” to “Morgan & Finnegan”	Clarification
30	12	Change “Morgan Finnegan” to “Morgan & Finnegan”	Clarification
30	13-14	Change “Morgan Finnegan” to “Morgan & Finnegan”	Clarification
30	20	Change “Morgan Finnegan” to “Morgan & Finnegan”	Clarification
42	5	Delete “— never”	Clarification
42	24	Change “anywhere” to “anything”	Misheard/Misspoke
56	2	Change “exceeds” to “exceeding”	Misheard/Misspoke
68	7	Change “if” to “the”	Clarification
77	10-11	Change “Visage-HD was a brand that was another company” to “Visage-HD was a brand – it was not another company”	Clarification
89	4	Change “‘they’ being –” to “‘they’ being Google –”	Clarification
89	11-12	Change “at the request of something that” to “at the request of Google and that was something that”	Clarification
90	15	Change “applied” to “implied”	Misheard/Misspoke
91	18	Change “cinch” to “signature”	Misheard/Misspoke
92	18	Change “that” to “whether”	Clarification
94	14	Change “Right so – not right” to “Not right”	Clarification
96	17	Change “personal he friends” to “personal friends”	Misheard/Misspoke
119	6	Change “plowing” to “plying”	Misheard/Misspoke
121	21	Delete “telling me they were”	Clarification

121	24	Change “approved” to “applied”	Misheard/Misspoke
121	25	Delete “it is what it is”	Clarification
122	10	Change “2003” to “2013”	Misheard/Misspoke
122	22	Change “we were mapping the products” to “I was using mapping products”	Clarification
134	24-25	Change “Eventually secured funding at that time” to “We eventually secured funding at a later time”	Clarification
138	17	Change “duplicability” to “applicability”	Misheard/Misspoke
138	14	Change “emailed” to “in an email”	Misheard/Misspoke
155	14	Change “patent was at issue” to “patent had issued”	Misheard/Misspoke
161	24	Change “there’s” to “there was”	Misheard/Misspoke
162	6	Change “there’s” to “there was”	Misheard/Misspoke
166	12	Change “speak to itself” to “speak for itself”	Misheard/Misspoke
181	6	Change “your” to “the”	Misheard/Misspoke
182	10	Change “probable” to “allowable”	Misheard/Misspoke

July 14 2020
Date


David Worley